

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. PR-R5-07-10015/0002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. PR-R5-07-10015	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604	CODE	7. ADMINISTERED BY (If other than item 6) Not Applicable.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-R5-07-10015
		✓	9B. DATED (SEE ITEM 11) 09/27/07
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The following clauses have been modified:

SECTION B - "Fixed Rates-Base Period", "Fixed Rates-Award Term I", Fixed Rates-Award Term II", "Equipment"

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "FIXED RATES - - BASE PERIOD (date of contract award plus 36 months)" has been modified. The text is as follows:

<u>(a) PERSONNEL</u>					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
0001	1-05	Response Manager			
0001 AA		Straight Time	17310		
0001 AB		Overtime			
0002	1-10	Foreman			
0002 AA		Straight Time	4500		
0002 AB		Overtime	1110		
0003	2-05	Equipment Operator			
0003 AA		Straight Time	26400		
0003 AB		Overtime	6600		
0004	2-10	Field Clerk			
0004 AA		Straight Time	10920		
0004 AB		Overtime	2730		
0005	2-15	Laborer			

0005 AA		Straight Time	24960		
0005 AB		Overtime	6240		
0006	2-20	Truck Driver			
0006 AA		Straight Time	2580		
0006 AB		Overtime	645		
0007	4-01	Chemist			
0007 AA		Straight Time	2010		
0007 AB		Overtime			
0008	4-30	Industrial Hygienst/Safety			
0008 AA		Straight Time	450		
0008 AB		Overtime			
0009	5-20	T&D Coordinator			
0009 AA		Straight Time	1800		
0009 AB		Overtime			
Base Period Labor Subtotal (Total of CLINS 0001 through 0009AB)					
	<u>(b) Equipment</u>				
				FIXED	
	RCMS			DAILY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>

0100	01-002-001	Truck-ATV Truck-Utility-4 Wheel Drive	165		
0101	01-003-010	Truck-Box-1 ton	45		
0102	01-009-010	Truck-Car-Passenger	210		
0103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	465		
0104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	90		
0105	01-015-041	Truck-Dump-Fixed box 5/10 yds	75		
0106	01-036-010	Truck-Pickup-2 wheel drive	4350		
0107	01-036-020	Truck-Pickup-4 wheel drive	600		
0108	01-042-010	Truck-Road Tractor	60		
0109	01-045-010	Truck-Stakebed/Flatbed-1 ton	75		
0110	01-045-020	Truck-Stakebed/Flatbed-2 ton	45		
0111	01-051-025	Truck-Vacuum-2500 gallons	45		
0112	01-054-030	Truck-Van-Passenger	210		
0113	01-057-020	Truck-Water-< 2000 gals	60		
0114	01-057-040	Truck-Water-4000 gals	30		
0115	02-010-010	Trailer-Cargo-8 ft	45		
0116	02-045-010	Trailer-Lowboy-9 ton	60		
0117	02-045-030	Trailer-Lowboy-30 ton	60		
0118	02-045-050	Trailer-Lowboy-50 ton	60		
0119	02-055-040	Trailer-Office-40 ft	30		
0120	02-070-010	Trailer-Storage-Approx. 20 ft.	525		
0121	02-070-020	Trailer-Storage-Approx. 40 ft.	150		
0122	03-000-020	Heavy Equipment-	60		

		Attachment-Grappler Claw/Hydraulic			
0123	03-000-022	Heavy Equipment- Attachment-Grappler Demolition	45		
0124	03-000-026	Heavy Equipment- Attachment-Grappler Drum/Hydraulic	45		
0125	03-000-110	Heavy Equipment- Attachment-Forks	75		
0126	03-101-135	Heavy Equipment- Backhoe-Operating Weight 13,500 - < 14,000 lbs.	60		
0127	03-110-014	Heavy Equipment-Track Type Dozer-Operating Weight 14,000 - < 16,000 lbs.	75		
0128	03-110-016	Heavy Equipment-Track Type Dozer-Operating Weight 16,000 - < 18,000 lbs.	60		
0129	03-110-018	Heavy Equipment-Track Type Dozer-Operating Weight 18,000 - < 21,000 lbs.	75		
0130	03-110-032	Heavy Equipment-Track Type Dozer-Operating Weight 32,000 - < 36,000 lbs.	195		
0131	03-115-065	Heavy Equipment- Compactor-Operating Drum Width 65 in. - < 80 in.	45		
0132	03-130-010	Heavy Equipment- Excavator-Operating Weight 10,000 - < 15,000 lbs.	150		
0133	03-130-026	Heavy Equipment- Excavator-Operating Weight 26,000 - < 30,000 lbs.	195		
0134	03-130-042	Heavy Equipment- Excavator-Operating Weight 42,000 - < 45,000 lbs.	315		
0135	03-130-045	Heavy Equipment-	225		

		Excavator-Operating Weight 45,000 - < 51,000 lbs.			
0136	03-035-014	Heavy Equipment- Forklift-Telescopic	150		
0137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	90		
0138	03-155-027	Heavy Equipment- Loader/Track- Operating Weight 27,000 - < 30,000 lbs.	60		
0139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	90		
0140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	60		
0141	03-195-065	Heavy Equipment-Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	450		
0142	03-095-025	Heavy Equipment-Uni Loader-Forks attachment	180		
0143	03-095-035	Heavy Equipment-Uni Loader Barrel grapppler attachment	45		
0144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	150		
0145	07-021-010	Field Equipment- Compressor / Air-185 CFM	120		
0146	07-051-005	Field Equipment- Generator-5 KW	270		
0147	07-051-035	Field Equipment- Generator-30 KW	150		
0148	07-051-040	Field Equipment- Generator-50 KW	180		

0149	07-067-010	Field Equipment-Lighting-Conventional	360		
0150	07-067-030	Field Equipment-Lighting-Light Plant	240		
0151	07-090-020	Field Equipment-Steam Jenny	45		
0152	07-096-008	Field Equipment-Water Laser-MED-Pressure Single	105		
0153	08-018-026	Pump-Double Diaphragm-Teflon 2 inch	60		
0154	08-018-036	Pump-Double Diaphragm-Teflon 3 inch	30		
0155	08-054-010	Pump-Trash-2 inch	75		
0156	08-054-015	Pump-Trash-3 inch	135		
0157	08-054-020	Pump-Trash-4 inch	45		
0158	08-054-030	Pump-Trash-6 inch	96		
Base Period Equipment Subtotal: (Total of CLINS 0100 through 0158)					
0159		Material / Other Direct Costs / Subcontracts			\$35,110,122.00
0160		G&A / Material Handling			
Base Period Labor and Equipment Subtotal:					

2. The Section B clause entitled "FIXED RATES - - AWARD TERM I (37 through 60 months from contract award)" has been modified. The text is as follows:

(a) PERSONNEL					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
CLIN	NUMBER	DESCRIPTION	HOURS	RATE	TOTAL

1001	1-05	Response Manager			
1001AA		Straight Time	11540		
1001AB		Overtime			
1002	1-10	Foreman			
1002AA		Straight Time	3000		
1002AB		Overtime	740		
1003	2-05	Equipment Operator			
1003AA		Straight Time	17600		
1003AB		Overtime	4400		
1004	2-10	Field Clerk			
1004AA		Straight Time	7280		
1004AB		Overtime	1820		
1005	2-15	Laborer			
1005AA		Straight Time	16640		
1005AB		Overtime	4120		
1006	2-20	Truck Driver			
1006AA		Straight Time	1720		
1006AB		Overtime	430		
1007	4-01	Chemist			
1007AA		Straight Time	1340		
1007AB		Overtime			
1008	4-30	Industrial Hygienst/Safety			
1008AA		Straight Time	300		
1008AB		Overtime			
1009	5-20	T&D Coordinator			
1009AA		Straight Time	1200		

1009AB		Overtime			
Award Term I Labor Subtotal (Total of CLINS 1001 through 1009AB)					
(b) Equipment					
				FIXED	
	RCMS			DAILY	
CLIN	NUMBER	DESCRIPTION	DAYS	RATE	TOTAL
1100	01-002-001	Truck-ATV Truck-Utility-4 Wheel Drive	110		
1101	01-003-010	Truck-Box-1 ton	30		
1102	01-009-010	Truck-Car-Passenger	140		
1103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	310		
1104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	60		
1105	01-015-041	Truck-Dump-Fixed box 5/10 yds	50		
1106	01-036-010	Truck-Pickup-2 wheel drive	2900		
1107	01-036-020	Truck-Pickup-4 wheel drive	400		
1108	01-042-010	Truck-Road Tractor	40		
1109	01-045-010	Truck-Stakebed/Flatbed-1 ton	50		
1110	01-045-020	Truck-Stakebed/Flatbed-2 ton	30		
1111	01-051-025	Truck-Vacuum-2500 gallons	30		
1112	01-054-030	Truck-Van-Passenger	140		
1113	01-057-020	Truck-Water-< 2000	40		

		gals			
1114	01-057-040	Truck-Water-4000 gals	20		
1115	02-010-010	Trailer-Cargo-8 ft	30		
1116	02-045-010	Trailer-Lowboy-9 ton	40		
1117	02-045-030	Trailer-Lowboy-30 ton	40		
1118	02-045-050	Trailer-Lowboy-50 ton	40		
1119	02-055-040	Trailer-Office-40 ft	20		
1120	02-070-010	Trailer-Storage- Approx. 20 ft.	350		
1121	02-070-020	Trailer-Storage- Approx. 40 ft.	100		
1122	03-000-020	Heavy Equipment- Attachment-Grappler Claw/Hydraulic	40		
1123	03-000-022	Heavy Equipment- Attachment-Grappler Demolition	30		
1124	03-000-026	Heavy Equipment- Attachment-Grappler Drum/Hydraulic	30		
1125	03-000-110	Heavy Equipment- Attachment-Forks	50		
1126	03-101-135	Heavy Equipment- Backhoe-Operating Weight 13,500 - < 14,000 lbs.	40		
1127	03-110-014	Heavy Equipment-Track Type Dozer-Operating Weight 14,000 - < 16,000 lbs.	50		
1128	03-110-016	Heavy Equipment-Track Type Dozer-Operating Weight 16,000 - < 18,000 lbs.	40		
1129	03-110-018	Heavy Equipment-Track Type Dozer-Operating Weight 18,000 - < 21,000 lbs.	50		
1130	03-110-032	Heavy Equipment-Track Type Dozer-Operating Weight 32,000 - < 36,000 lbs.	130		
1131	03-115-065	Heavy Equipment- Compactor-Operating Drum Width 65 in. - <	30		

		80 in.			
1132	03-130-010	Heavy Equipment- Excavator-Operating Weight 10,000 - < 15,000 lbs.	100		
1133	03-130-026	Heavy Equipment- Excavator-Operating Weight 26,000 - < 30,000 lbs.	130		
1134	03-130-042	Heavy Equipment- Excavator-Operating Weight 42,000 - < 45,000 lbs.	210		
1135	03-130-045	Heavy Equipment- Excavator-Operating Weight 45,000 - < 51,000 lbs.	150		
1136	03-035-014	Heavy Equipment- Forklift-Telescopic	100		
1137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	60		
1138	03-155-027	Heavy Equipment- Loader/Track- Operating Weight 27,000 - < 30,000 lbs.	40		
1139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	60		
1140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	40		
1141	03-195-065	Heavy Equipment-Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	300		
1142	03-095-025	Heavy Equipment-Uni Loader-Forks attachment	120		
1143	03-095-035	Heavy Equipment-Uni	30		

		Loader Barrel grapppler attachment			
1144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	100		
1145	07-021-010	Field Equipment- Compressor / Air-185 CFM	80		
1146	07-051-005	Field Equipment- Generator-5 KW	180		
1147	07-051-035	Field Equipment- Generator-30 KW	100		
1148	07-051-040	Field Equipment- Generator-50 KW	120		
1149	07-067-010	Field Equipment- Lighting-Conventional	240		
1150	07-067-030	Field Equipment- Lighting-Light Plant	160		
1151	07-090-020	Field Equipment-Steam Jenny	30		
1152	07-096-008	Field Equipment-Water Laser-MED-Pressure Single	70		
1153	08-018-026	Pump-Double Diaphragm- Teflon 2 inch	40		
1154	08-018-036	Pump-Double Diaphragm- Teflon 3 inch	20		
1155	08-054-010	Pump-Trash-2 inch	50		
1156	08-054-015	Pump-Trash-3 inch	90		
1157	08-054-020	Pump-Trash-4 inch	30		
1158	08-054-030	Pump-Trash-6 inch	64		
Award Term I Equipment Subtotal: (Total of CLINS 1100 through 1158)					
1159		Material / Other Direct Costs / Subcontracts			\$23,406,748.00
1160		G&A / Material Handling			
Award Term I Labor and Equipment Subtotal:					

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3. The Section B clause entitled "FIXED RATES - - AWARD TERM II (61 through 84 months from contract award)" has been modified. The text is as follows:

<u>(a) PERSONNEL</u>					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
2001	1-05	Response Manager			
2001AA		Straight Time	11540		
2001AB		Overtime			
2002	1-10	Foreman			
2002AA		Straight Time	3000		
2002AB		Overtime	740		
2003	2-05	Equipment Operator			
2003AA		Straight Time	17600		
2003AB		Overtime	4400		
2004	2-10	Field Clerk			
2004AA		Straight Time	7280		
2004AB		Overtime	1820		
2005	2-15	Laborer			
2005AA		Straight Time	16640		
2005AB		Overtime	4120		
2006	2-20	Truck Driver			
2006AA		Straight Time	1720		
2006AB		Overtime	430		

2007	4-01	Chemist			
2007AA		Straight Time	1340		
2007AB		Overtime			
2008	4-30	Industrial Hygienst/Safety			
2008AA		Straight Time	300		
2008AB		Overtime			
2009	5-20	T&D Coordinator			
2009AA		Straight Time	1200		
2009AB		Overtime			
Award Term II Labor Subtotal (Total of CLINS 2001 through 2009AB)					
<u>(b) Equipment</u>					
				FIXED	
	RCMS			DAILY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>
2100	01-002-001	Truck-ATV Truck-Utility-4 Wheel Drive	110		
2101	01-003-010	Truck-Box-1 ton	30		
2102	01-009-010	Truck-Car-Passenger	140		
2103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	310		
2104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	60		
2105	01-015-041	Truck-Dump-Fixed box 5/10 yds	50		

2106	01-036-010	Truck-Pickup-2 wheel drive	2900		
2107	01-036-020	Truck-Pickup-4 wheel drive	400		
2108	01-042-010	Truck-Road Tractor	40		
2109	01-045-010	Truck-Stakebed/Flatbed-1 ton	50		
2110	01-045-020	Truck-Stakebed/Flatbed-2 ton	30		
2111	01-051-025	Truck-Vacuum-2500 gallons	30		
2112	01-054-030	Truck-Van-Passenger	140		
2113	01-057-020	Truck-Water-< 2000 gals	40		
2114	01-057-040	Truck-Water-4000 gals	20		
2115	02-010-010	Trailer-Cargo-8 ft	30		
2116	02-045-010	Trailer-Lowboy-9 ton	40		
2117	02-045-030	Trailer-Lowboy-30 ton	40		
2118	02-045-050	Trailer-Lowboy-50 ton	40		
2119	02-055-040	Trailer-Office-40 ft	20		
2120	02-070-010	Trailer-Storage-Approx. 20 ft.	350		
2121	02-070-020	Trailer-Storage-Approx. 40 ft.	100		
2122	03-000-020	Heavy Equipment-Attachment-Grappler Claw/Hydraulic	40		
2123	03-000-022	Heavy Equipment-Attachment-Grappler Demolition	30		
2124	03-000-026	Heavy Equipment-Attachment-Grappler Drum/Hydraulic	30		
2125	03-000-110	Heavy Equipment-Attachment-Forks	50		
2126	03-101-135	Heavy Equipment-Backhoe-Operating Weight 13,500 - < 14,000 lbs.	40		

2127	03-110-014	Heavy Equipment- Track Type Dozer- Operating Weight 14,000 - < 16,000 lbs.	50		
2128	03-110-016	Heavy Equipment- Track Type Dozer- Operating Weight 16,000 - < 18,000 lbs.	40		
2129	03-110-018	Heavy Equipment- Track Type Dozer- Operating Weight 18,000 - < 21,000 lbs.	50		
2130	03-110-032	Heavy Equipment- Track Type Dozer- Operating Weight 32,000 - < 36,000 lbs.	130		
2131	03-115-065	Heavy Equipment- Compactor-Operating Drum Width 65 in. - < 80 in.	30		
2132	03-130-010	Heavy Equipment- Excavator-Operating Weight 10,000 - < 15,000 lbs.	100		
2133	03-130-026	Heavy Equipment- Excavator-Operating Weight 26,000 - < 30,000 lbs.	130		
2134	03-130-042	Heavy Equipment- Excavator-Operating Weight 42,000 - < 45,000 lbs.	210		
2135	03-130-045	Heavy Equipment- Excavator-Operating Weight 45,000 - < 51,000 lbs.	150		
2136	03-035-014	Heavy Equipment- Forklift-Telescopic	100		
2137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	60		
2138	03-155-027	Heavy Equipment-	40		

		Loader/Track- Operating Weight 27,000 - < 30,000 lbs.			
2139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	60		
2140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	40		
2141	03-195-065	Heavy Equipment-Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	300		
2142	03-095-025	Heavy Equipment-Uni Loader-Forks attachment	120		
2143	03-095-035	Heavy Equipment-Uni Loader Barrel grappler attachment	30		
2144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	100		
2145	07-021-010	Field Equipment- Compressor / Air-185 CFM	80		
2146	07-051-005	Field Equipment- Generator-5 KW	180		
2147	07-051-035	Field Equipment- Generator-30 KW	100		
2148	07-051-040	Field Equipment- Generator-50 KW	120		
2149	07-067-010	Field Equipment- Lighting- Conventional	240		
2150	07-067-030	Field Equipment- Lighting-Light Plant	160		
2151	07-090-020	Field Equipment- Steam Jenny	30		
2152	07-096-008	Field Equipment- Water Laser-MED- Pressure Single	70		

2153	08-018-026	Pump-Double Diaphragm-Teflon 2 inch	40		
2154	08-018-036	Pump-Double Diaphragm-Teflon 3 inch	20		
2155	08-054-010	Pump-Trash-2 inch	50		
2156	08-054-015	Pump-Trash-3 inch	90		
2157	08-054-020	Pump-Trash-4 inch	30		
2158	08-054-030	Pump-Trash-6 inch	64		
Award Term II Equipment Subtotal: (Total of CLINS 2100 through 2158)					
2159		Material / Other Direct Costs / Subcontracts			\$23,406,748.00
2160		G&A / Material Handling			
Award Term II Labor and Equipment Subtotal:					

4. The Section B clause entitled "EQUIPMENT" has been modified. The text is as follows:

1. The quantities specified in Clause B.2, Fixed Rates For Services - - Indefinite Delivery/Indefinite Quantity Contract, heretofore known as the 'schedule' are estimates only. The estimated quantity for each line item may be greater or less than the amount specified as long as the contract ceiling is not exceeded.
2. All manufacturer's or brand names are included for reference purposes only. Equivalent, "or equal", manufacturer or brand name equipment items are acceptable.
3. Equipment rates set forth in the schedule shall be inclusive of all expenses including operation and maintenance costs, depreciation and any other acquisition costs, repair costs, ~~fuel~~ and profit. **(Fuel will be charged as an ODC.)** All equipment shall be charged at the daily rate. The equipment rates shall apply to equipment whether the equipment is rented or owned by the contractor. The rates are exclusive of operators. All equipment shall be provided in good working order and ready for use prior to start of work (equipment maintenance and fueling shall be performed during non-working hours); routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the

contractor's expense. No charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on or off-site. No charge for equipment usage shall be allowed during equipment "downtime" for fueling, repairs, maintenance, etc. Equipment will be paid at the daily rate only when it is used on that date for its intended purpose. There are occasions when equipment will be paid at the daily rate when it is not used on the date for its intended purpose, such as when the equipment is idle awaiting sample results or due to weather delays. Payment in these instances will only be when it is approved in advance by the OSC or CO. Equipment items that are not listed in the schedule shall be provided and reimbursed at cost, as an other direct cost item. Repairs or maintenance necessitated by extraordinary circumstance beyond the control of the Contractor and outside the normal course of doing business and not due to negligence or carelessness on the Contractor's part, may be allowed as a direct charge at the discretion of the OSC and/or Contracting Officer. This approval by EPA must be documented on the 1900-55 or other mechanism verifying approval. In such cases, damaged equipment will be evaluated based on the following general guidelines: 1) issues raised by the Contractor prior to damage or actual usage, 2) extraordinary circumstances/conditions, 3) emergency conditions, and 4) carelessness/negligence.

4. The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle time.

5. If after the OSC informs the contractor that the equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment on-site, the equipment shall not be charged to the contract.

6. When the contractor elects to remove an item of equipment from the site, (i.e. weekends, holidays) during the period of performance of the task order, such removal shall be permitted subject to the consent of the OSC provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

7. Mobilization/Demobilization

a. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point. Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point. The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours.

b. The contractor's primary mobilization point for equipment will be determined by the location of each individual task order. The contractor agrees to make every effort to mobilize equipment from the nearest available location to the cleanup site. However, in no event shall the charge for mobilization from outside Region 5 exceed what the charge for mobilization point within Region 5. Once, mobilized, the contractor may elect to

substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

The contractor's primary mobilization point is: _____ .

NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.

8. The contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires, a two-wheel drive pickup truck, and the contractor provides a four-wheel drive pickup truck, the contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

9. No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby manner.